

## TOLLING AGREEMENT FOR CLAIMS UNDER THE CLEAN WATER ACT

The United States, on behalf of the United States Environmental Protection Agency ("EPA"), contends that it has causes of action pursuant to Section 309 of the Clean Water Act ("CWA"), 33 U.S.C. § 1319, against the East Chicago Sanitary District – an executive department of the City of East Chicago – ("ECSD") for, *inter alia*, violations of a 2014 EPA Administrative Consent Order with ECSD, EPA regulations implementing the CWA, and permit conditions and limits contained in ECSD's National Pollutant Discharge Elimination System permit issued pursuant to the CWA (the "Tolled Claims").

The United States and ECSD (the "Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on November 1, 2021 and ending on November 1, 2022, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. ECSD shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion, or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.
6. It is understood that the United States may terminate settlement negotiations and commence suit at any time. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment.

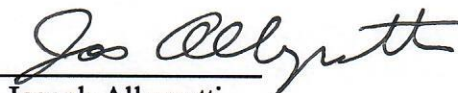
### SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this \_\_\_\_ day of April, 2022.

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Randall M. Stone  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice

ECSD consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this \_\_\_\_ day of April, 2022.

By:   
\_\_\_\_\_  
Joseph Allegretti  
Legal Counsel  
East Chicago Sanitary District,  
an executive department of the  
City of East Chicago